cation of questions submitted. *Held,* that such a contract is valid and may include the power to determine the right of parties to liquidated damages under the terms of the contract, thus excluding the jurisdiction of the courts. *Ruch* v. *York City,* (Pa. 1911), 81 Atl. 891.

The rule, which, until recently, prevailed in this country, as well as in England, was that parties to a contract are not bound by an agreement to refer questions under the same to arbitration if such arbitration is to be a final settlement of the disputed point, because the parties cannot oust the courts of their jurisdiction. 2 PARSONS, CONTRACTS, Ed. 4, § 708, citing as authority *Robinson* v. *Georges Ins. Co.,* 17 Me. 131; *Randel* v. *Chesapeake & Del. Canal Co.,* 1 Har. (Del.) 233; *Kill* v. *Hollister,* 1 Wils. 129. Jealousy on the part of the courts, as well as an aversion of the courts, from reasons of public policy, to sanction contracts which have for their object the taking away of the protection which the law affords the individual citizen, are reasons which have been given for this old common law rule. But in England the principles upon which such cases as these have been decided have recently been questioned. *Scott* v. *Avery,* 36 Eng. L. & Eq. 1, 13. The same is true in the United States in both *Del. Etc. Canal Co.* v. *Pa. Coal Co.,* 50 N. Y. 250, and *Hood* v. *Hartshorn,* 100 Mass. 117, the decisions of the courts plainly showing that today the same pious reverence is not felt for litigation in open court that was true in olden times. Later cases have gone still further, and today there are several holding that such contracts, as the one in the principal case, are valid. *Hoste* v. *Dalton,* 137 Mich. 522; *Conners* v. *U. S.* 141 Fed. 16, but see *Mitchell* v. *Dougherty,* 90 Fed. 639; *Chapman* v. *Kansas City Etc. Ry. Co.,* 114 Mo. 542: *Wortman* v. *Montana Cent. Ry. Co.,* 22 Mont. 266, 56 Pac. 316, holding that a contract specifying that an engineer was to judge whether the work was properly done was valid, although, if the contract provided for no right of appeal, it would be void because of a statute. Opposed to these decisions, we have a majority of the courts still clinging closely to the common law rule. *Sanitary District* v. *McMahon & Montgomery Co.,* 110 Ill. App. 510; *Miles* v. *Schmidt,* 168 Mass. 339, 47 N. E. 115; *Myers* v. *Jenkins,* (Ohio), 57 N. E. 1089; *Ison* v. *Wright,* (Ky.), 55 S. W. 202; *National Contracting Co.* v. *Hudson River Water Power Co.,* 70 N. Y. Supp. 585, affirmed in 73 N. Y. Supp. 1142. Even in the principal case, the court proceeds with caution, for it says, "An agreement of submission is not to be extended by implication beyond its plain words, and a provision therein to submit questions that may arise as to the fulfillment of a contract does not give the right to pass on a claim for damages for nonfulfillment."

CONTRACTS—INDEFINITENESS OF PROMISE.—On a parol promise of the defendant railroad company to grant a special rate for the transportation of passengers between the city and a suburb,—a large tract of property in said suburb belonging to the defendant,—plaintiff's assignor purchased certain of the land from the railroad company. Soon after the purchase an eleven cent round trip ticket to the city was sold, although it was not stated at the time of the above agreement just what the charge would be, nor how long it would be maintained. Eleven months later the fare was raised to twenty-five cents,

which resulted in a depreciation of the value of the suburban property. *Held*, an action for breach of contract could not be maintained, because the defendant's promise was too indefinite. *Arundel Realty Co.* v. *Md. Eelctric Rys. Co.* (Md. 1911), 81 Atl. 787.

This case is of interest to the many owners of suburban property who may have purchased the same from railroad companies. The court states that facts similar to those in this case, have never before come to the attention of any tribunal, the closest resemblance being *Md. & Pa. Ry. Co.* v. *Silver,* 110 Md. 510, 517, and *Whalen* v. *Baltimore & Ohio Ry.,* (Md.), 76 Atl. 166, in both of which instances it was held that, even admitting that a contract like the one in the principal case was valid, the railroad company had fairly complied with its agreement by observing the terms of the contract "until the emergencies of the business, the convenience of the public, and the welfare of the railroad demands its removal," of which latter facts the railroad alone is the judge. The above is true even though the agreement was a covenant in a deed, *Wahlen* v. *Baltimore & Ohio Ry. Co., supra,* although in that case the company had for 59 years maintained the turnout and side track in question. The court points out that "a reasonable time," during which such an agreement must be continued, is to be arrived at by a consideration of the subject matter and the circumstances under which the contract was made. *Texas & Pac. Ry. Co.* v. *Marshall,* 136 U. S. 393, is to the effect that parties desiring conditions to be maintained until the lots are all sold should not content themselves with a general and indefinite contract. In some jurisdictions contracts somewhat similar to the one in the principal case, excepting that they provided for the location of public stations along the line of the railroad, have been held illegal, on the ground that public policy demands that railroad companies should be left free to establish and re-establish their depots wherever the public welfare and wants of the public may require. *People, ex rel, Hunt* v. *C. & A. Ry. Co.,* 130 Ill. 175; *Currie* v. *Natchez, J. & C. Ry.,* 61 Miss. 725; *St. Joseph, etc. Ry. Co.* v. *Ryan,* 11 Kan. 602; *Fuller* v. *Dame,* 18 Pick. 472; also see *Texas Pacific Ry. Co.* v. *Marshall,* 136 U. S. 393. For cases of uncertainty of subject matter under facts not sufficient to give a cause of action for a breach of contract, see *Clark* v. *Great No. Ry.,* 81 Fed. 282; *Van Slyke* v. *Broadway Ins. Co.,* 115 Cal. 644; *Blakistone* v. *German Bank of Baltimore City,* 87 Md. 302; *Marble* v. *Standard Oil Co.,* 169 Mass. 553, 48 N. E. 783; *Dayton* v. *Stone,* 111 Mich. 196; *Howie* v. *Kasnowitz,* 82 N. Y. Supp. 42.

CONTRIBUTORY NEGLIGENCE—ACTS IN EMERGENCY.—Plaintiff was a guest in a vehicle driven by her brother. Due to the negligence of the motorman, a collision between a street car of the defendant and the wagon in which plaintiff was riding seemed imminent. To escape the danger plaintiff jumped and was injured. No collision of any importance actually occurred. *Held,* plaintiff's act was not contributory negligence as a matter of law and a verdict for the plaintiff was affirmed. *Walsh* v. *Altoona and L. V. Electric Ry. Co.* (Pa. 1911), 81 Atl. 551.

When one acts through fear of impending peril produced by another's